

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

ODFJELL MANAGEMENT A/S and §
ODFJELL SE § C.A. NO. G-13-CV-0015
§
VS. § RULE 9(h) ADMIRALTY
CHS LAUNCH SERVICES, INC. §

PLAINTIFFS' ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Plaintiffs, Odfjell Management A/S and Odfjell SE ("Plaintiffs"), and file their Original Complaint against CHS Launch Services, Inc., respectfully showing as follows:

A. PARTIES

1. Plaintiff Odfjell Management A/S is a foreign business entity, registered under the laws of Norway, with its principal place of business in Bergen, Norway.

2. Plaintiffs Odfjell SE is a foreign business entity, registered under the laws of Norway, with its principal place of business in Bergen, Norway.

3. Defendant CHS Launch Services, Inc. ("CHS") is a Texas corporation doing business in the Southern District of Texas. CHS may be served with process by serving its registered agent Richard A. Abner, Pier 14, Galveston, Texas 77552.

B. JURISDICTION

4. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This suit is brought pursuant to 28 USC § 1333 and the general maritime laws of the United States. Pleading solely in the alternative, and without waiving

Plaintiffs' position that this action is properly brought in admiralty, Plaintiffs assert that this Court would nevertheless have diversity jurisdiction over this matter pursuant to 28 USC § 1332.

C. VENUE

5. Venue is proper in this district pursuant to the admiralty and maritime laws of the United States. Fed. R. Civ. P. 82.

D. FACTS

6. At all times relevant hereto, Odd Magne Vik was employed by Plaintiffs as a Port Captain.

7. On or about January 19, 2010, the BOW LION, a chemical tanker operated and/or managed by Odfjell Management A/S, was anchored at the Galveston North Fairway Anchorage. On this date, Odd Magne Vik was transported by CHS aboard the MILLIE ANN, a launch boat owned and/or operated by CHS, to the anchorage location of the BOW LION, at which time Odd Magne Vik sustained severe and disabling injuries while transferring from the MILLIE ANN to the BOW LION via pilot ladder.

8. As a result of the injuries suffered by Odd Magne Vik, and his resultant damages, Plaintiffs incurred significant expenses for, *inter alia*, necessary medical care and treatment provided to Odd Magne Vik and lost wages experienced by Odd Magne Vik due to his inability to continue to perform his job duties as a Port Captain.

9. The injuries suffered by Odd Magne Vik and his resultant damages were caused, in whole or in part, by the negligence of CHS and/or its employees, servants, representatives and/or agents and/or the unseaworthiness of the MILLIE ANN and/or its crew, in the following particulars, among others, to be shown at trial:

- a. Failure to properly train its employees;

- b. Failure to provide an adequate crew;
- c. Failure to man the MILLIE ANN with a competent and experienced crew;
- d. Failure to properly supervise the MILLIE ANN's crew;
- e. Failure to properly supervise the transfer operation;
- f. Operating the MILLIE ANN in an improper and unsafe manner;
- g. Failure of the MILLIE ANN and/or its crew to properly maneuver and/or assist Odd Magne Vik in the course of his transfer from the MILLIE ANN to the BOW LION; and,
- h. The MILLIE ANN was unseaworthy.

10. On or about June 1, 2011, Plaintiffs entered into a settlement agreement with Odd Magne Vik for full and final settlement and release of any and all claims of Odd Magne Vik arising out of the incident on January 19, 2010 for NOK 5,000,000 (approximately USD \$860,000.00).

11. The settlement agreement between Plaintiffs and Odd Magne Vik includes the discharge and release of any and all claims Odd Magne Vik may have had against CHS, and all of its parent, subsidiary, affiliated and/or related companies, and all of its directors, officers, employees and agents, and the MILLIE ANN, and all of its owners, operators, charterers, agents, officers and/or crew, as well as any and all insurers or underwriters at risk or interest for any of these entities or the MILLIE ANN.

E. CLAIM FOR CONTRIBUTION

12. Plaintiffs incorporate herein by reference paragraphs 1-10.

13. Plaintiffs brings a claim against CHS for the proportion of Plaintiffs' damages attributable to CHS' respective negligence and/or the unseaworthiness of its vessel, MILLIE ANN, in proximately causing and/or contributing to the injuries sustained by Odd Magne Vik on January 19, 2010.

F. DAMAGES

14. By reason of CHS' negligence and/or the unseaworthiness of its vessel, MILLIE ANN, Plaintiffs have sustained damages in the amount of at least NOK 5,000,000 (approximately USD \$860,000.00), plus medical expenses, wage advances, etc., paid to or on behalf of Odd Magne Vik.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray for judgment against Defendant CHS Launch Services, Inc. for Plaintiffs' actual damages in an amount not exceeding the jurisdictional limits of this Court, pre-judgment and post-judgment interest, costs of suit and any and all other damages to which Plaintiffs are entitled by law, and all other and further relief to which Plaintiffs may be entitled.

Respectfully submitted,

EASTHAM, WATSON, DALE & FORNEY, L.L.P.

/s/ Robert L. Klawetter

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